

**ARTICLE 1
AGREEMENT**

Section 3. This Agreement shall remain in full force and effect from ~~July 1, 2001 until June 30, 2004~~ July 1, 2005 until June 30, 2006, except as otherwise agreed. (No re-openers unless mutually agreed.) New items, except as otherwise designated, will be effective upon ratification.

ARTICLE 10 HOURS OF EMPLOYMENT

NEW Section 19. Classroom Disruptions. To ensure maximum opportunities for student learners and to create the least interruptions of the teaching process, teachers shall receive a minimum of 48 hours prior notice of any visits to their classrooms by consultants or District personnel other than their evaluator or site administrator. Principals and all teachers in the building shall collaborate to determine what they consider to be intrusions on classroom decorum/instruction. A school policy shall be implemented, based on that collaboration, to reduce unnecessary intrusion of student learning. The timing of visits by District representatives to teachers' classrooms shall be by mutual agreement.

Section 19 20. Proficiency Exams. The District shall employ "readers" for the purpose of correcting the writing sample Sections of all state-mandated proficiency exams. All other Sections shall be machine graded.

Section 20 21. AM/PM Kindergarten

1. Reasonable effort will be made to provide release time to kindergarten teachers for all staff meetings or in-services e.g. modified day scheduled during the AM or PM instructional day. All materials from meetings will be promptly provided to AM or PM teachers unable to attend meetings or in-services.
2. For AM/PM kindergarten teachers who share a classroom, the District will provide reasonable work areas for preparation time. If acceptable work areas cannot be provided, the District and the teacher shall work together to agree on an acceptable option.

NEW Section 22. Non-professional Duties. Teachers shall not be expected or required to perform clerical duties. Should the District Data Collection Department need specific data, such as student assessment, the District shall hire clerical assistants to perform such duties. Should teachers voluntarily perform such duties, they shall be paid at their per diem rate of pay.

ARTICLE 12
CLASS SIZE

NEW Section 17. Preschool classes shall not exceed a maximum of 20.

ARTICLE 13
LEAVES

NEW Section 8.13. Teachers covered under industrial accident or illness leave, who otherwise have completed the requirements of Article 23, Section 3.E, will receive annual salary increments.

ARTICLE 14
TRANSFERS AND REASSIGNMENTS

Section 1. Definitions of Transfer and Transfer Seniority Date.

1. "Transfer" is defined as the movement of a teacher from the position he/she holds at one school location to a different site or school location.
2. "Transfer Seniority Date" is the first date of most recent District employment under probationary and permanent contracts. In cases where previous employment under temporary, probationary and/or permanent contracts has occurred, the Transfer Seniority Date will be backdated an amount of time comparable to that time. Service outside the UTR unit shall not be counted for purposes of implementing this Article.

Section 2. Voluntary Transfer.

1. A teacher may request a voluntary transfer to take effect either during a school year or at the beginning of the next school year. Except by mutual agreement, transfers will not be made during the school year. However, vacancies which are filled during the regular school year by a temporary employee will be advertised for transfer in the subsequent school year if the position still exists.
2. Notwithstanding the provisions of Section 2.1 teachers who apply for transfer from year-round schools to regular schedule schools may do so on the same basis as those on a regular schedule. Compensation for extra days worked, if any, shall be paid at the teacher's regular salary rate, prorated, or, at the option of the teacher, through compensatory time off.
3. All known vacancies shall be posted as follows:

Administrative assignments for the following year shall be provided by the District no later than the first Board meeting in April.

An update of administrative assignments for the following year shall be provided by the District no later than the first Board meeting in May.

Prior to the posting of bargaining unit vacancies, the District shall make every effort to secure from site principals/administrators all known vacancies.

In ~~April 2004~~, 2005 there will be four rounds, unless the parties agree to another provision before these dates.

| Transfer Rounds For 2004-2005 | | |
|--|-------|----|
| Round 1 | March | 28 |
| Round 2 | April | 25 |
| Round 3 | May | 16 |
| Round 4 | June | 6 |
| Assignments for the last round will be made by the last day in June. | | |

| Transfer Rounds For 2005-2006 | | |
|--|-------|----|
| Round 1 | March | 27 |
| Round 2 | April | 24 |
| Round 3 | May | 22 |
| Round 4 | June | 5 |
| Assignments for the last round will be made by the last day in June. | | |

4. Transfers shall not be made until all qualified applicants, who so request within the time limits, are considered. A conference between the transfer applicant and the appropriate administrator(s) may be arranged by the Personnel Office.
5. Request for voluntary transfer shall be considered on the basis of:
 - a. Qualifications
 - (1) Credentials.
 - (2) Major and minor fields of study.
 - (3) Teaching experience. (This shall not exclude from consideration teachers seeking a change in subject area or grade level or type of assignment.)
 - (4) Special skills required by the particular assignment. Examples of special skills are: computer knowledge for computer class teachers; "signing ability" for speech therapists serving hearing-impaired students; and knowledge of photography for teachers of photography classes.
 - (5) District-wide seniority, i.e., those teachers with the required qualifications and the greatest seniority, shall be transferred. All interviewees shall be notified of the disposition of the transfer request. Written specific reasons for non-selection shall be furnished upon request.
 - (6) Racial and ethnic balance of the school, provided that no unit member within a major District ethnic/racial group is assigned to the school. Under no circumstances will this criterion result in the involuntary transfer or layoff of any bargaining unit member.

6. The position of a teacher requesting transfer will not be declared open until the teacher has accepted another position of his/her own choice.
7. While teacher-administrator discussion regarding possible transfer may be appropriate, no teacher shall be pressured to seek a voluntary transfer.

Section 3. Involuntary Transfers Due to Declining Enrollment and/or School Closure.

1. In the event staffing allocations require the transfer of a teacher, volunteers for the involuntary transfer shall be considered first. If there are no volunteers for involuntary transfer, the teacher at the affected site with the least District-wide seniority shall be transferred unless, by doing so, the school would be unable to meet the needs of its educational program. In such cases, the next least senior teacher shall be transferred.
2. When a school closes, the teachers at the closing school shall be considered first to fill any and all vacant positions at the schools where their students are being placed. This shall also apply to teachers in any school which is established as an alternative program and/or magnet school.
3. In the event a teacher is involuntarily transferred from a school and the eliminated position is restored at the beginning of the subsequent school year, the transferred teacher shall have the right to return to his/her previous school.
1. Teachers transferred under this Section shall have the right to indicate preferences from a list of vacancies and shall be assigned pursuant to the qualifications listed in Section 2.4 of this Article.

Section 4. Transfers Due to the Opening of New School(s)

1. In the event staffing allocations require the transfer of a teacher to the new school due to overstaffing, volunteers for the involuntary transfer shall be considered first. If there are no volunteers for the involuntary transfer, the teacher at the affected site with the least District-wide seniority shall be transferred unless, by doing so, the school would be unable to meet the needs of its educational program. In such cases, the next least senior teacher shall be transferred.
2. When a school opens, the teachers at the school, whose students are moving to the new school, shall be considered first to fill any positions where their students are being placed, in proportion to the movement of students.
3. In the event a teacher is involuntarily transferred to a new school and the eliminated position at the sending school is restored at the beginning of the

subsequent school year, the transferred teacher shall have the right to return to his/her previous school.

4. Teachers transferred under this Section shall have the right to indicate preferences from a list of vacancies and shall be assigned pursuant to the qualifications listed in Section 2.5 of this Article.

Section 5. Administrative Transfer for Cause (Employer Initiated).

1. In the event that a teacher be transferred for his/her welfare and/or the welfare of the District, the following procedures shall be followed:
 - a. The teacher and the Union shall be notified in writing of the intent to transfer.
 - b. If requested, the intent to transfer must be discussed with the teacher at a mutually agreed upon time no less than five (5) or more than ten (10) school days after receipt of written notification. A representative of the Union shall, upon request, be present at this conference.
 - c. The conference shall include a discussion of the specific reasons for the transfer which upon request shall also be furnished in writing.
 - b. The teacher transferred shall have the right to apply for any subsequent vacancy for which he/she is qualified.
 - e. This procedure shall be followed regardless of the administrative level from which the transfer originated.

Section 6. Counselor--Special Provisions.

1. The provisions of this Article shall apply to counselors except that:
 - a. Seniority provisions shall be interpreted as seniority as a counselor.
 - b. Gender and racial balance as mandated by state and federal statutes as well as practical needs at a school site shall also be considered in determining qualifications for transfer.

Section 7. Reassignment. Reassignment is defined as any movement of a teacher to a different grade level or subject area at or within a school site. ~~Reassignment shall be based solely upon the educationally related needs of the school.~~ Involuntary reassignment shall be made only for the following reasons:

- A. A decrease in the number of Bargaining Unit Members required
- B. Elimination of programs

C. Worksite closing

1. By April 15 of each year, each teacher shall receive a form upon which he/she shall list program or grade level choices for the following year. This form shall be considered a request for voluntary reassignment.
2. If the vacancy occurs as a result of the closure of another school, it shall be posted for transfer.
3. In the event the educationally related needs of the school can be met by the reassignment of more than one teacher, seniority shall prevail.
4. Upon request, written specific reasons for rejection of a voluntary request for reassignment or an involuntary reassignment shall be furnished.
5. Each Bargaining Unit member shall be given written notice not later than May 15 of the next year's assignment.
- ~~5.~~ 6. Reassignment provisions associated with the implementation of SB 1777 (Class Size Reduction) shall be subject to the following:
 - a. Mid-year openings resulting from SB 1777 implementation must be offered at the school site first, using reassignment criteria in Section 6.1 - 6.4 of this Article.
 - b. Openings created by the reassignment of teachers at the site may be offered to the staff at the school site; if so, Sections 6.1 - 6.4 of this Article shall apply.
 - c. Except as noted above, these provisions outlined in this subsection shall not supersede any other section of this Article.
- ~~6.~~ 7. Preschool positions at the site shall be considered as part of the regular school site faculty for the purposes of reassignment.

Section 8. Miscellaneous Transfer Provisions.

1. In the event a teacher is involuntarily transferred from one location to another, the District shall assist in the moving of that teacher's materials and supplies which cannot be reasonably moved by the teacher.
2. Teachers transferred from one school site to another school site after the first workday shall receive two (2) days of planning and preparation time before beginning the new assignment. Mid-year move or reassignments occurring as a result of class size reduction pursuant to SB 1777 will result in two (2) days

release time for the purpose of planning and preparation. Appropriate moving assistance will be provided to all teachers required to move.

3. A list including the transfer seniority date for each teacher at each work location shall be posted by March 1, annually.
4. In the event the appropriate transfer criteria has been applied and two (2) or more teachers with identical seniority are involved in the same transfer consideration, the tie shall be broken as follows:
 - a. Unpaid leave time, if any, shall be deducted.
 - b. Gender and racial balance at the school site.
 - c. Remaining ties shall be broken by lot. This shall be done in the presence of all teachers affected.
5. Notwithstanding the provisions of this article, no bargaining unit member may be involuntarily transferred or assigned to any alternative (magnet) school, program, or schedule.

ARTICLE 15 EVALUATIONS

Section 4. Evaluation Procedure.

1. Every temporary and probationary certificated employee shall be evaluated by the administration in writing at least once each school year, no later than March 1.
2. Every permanent certificated employee shall be evaluated by the administration in writing every other year of active duty, no later than April 15 of the year in which evaluation takes place.

Unit members with permanent status who have been employed at least 10 years with the school district, are highly qualified, and defined in 20 U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated every five years if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, notice and identifiable cause shall be provided to the unit member in a timely manner.

NEW **Section 7. United Teachers of Richmond and the District shall develop language adding the piloted evaluation option to the Agreement.**

ARTICLE 19 SAFETY

Section 3. ~~A teacher may suspend any pupil from class under his/her direction for any of the acts enumerated in Appendix E, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the Principal for appropriate action. As soon as possible, the teacher shall ask the parents or guardian of the pupil to attend a parent teacher conference regarding the suspension. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the Principal. During the period of the suspension, the student shall not be placed in the class of another teacher.~~

1. A bargaining unit member may suspend a pupil from her/his class for the day of the suspension and the following day for any act that disrupts or diminishes the education process, including, but not limited to, the following:
 - a. Causing, attempting to cause, or threatening to cause physical injury to another person.
 - b. Possession, selling, or otherwise furnishing a firearm, knife, explosive, or other dangerous objects.
 - c. Unlawfully possessing, using, selling, otherwise furnishing, or being under the influence of any controlled substance as defined under Health and Safety Code Section 11007, alcoholic beverage, or intoxicant.
 - d. Committing robbery or extortion.
 - e. Causing or attempting to cause damage of school or private property.
 - f. Stealing or attempting to steal school or private property.
 - g. Committing an obscene act or engaging in habitual profanity or vulgarity.
 - h. Disrupting school activities or willfully defying authority of a bargaining unit member.
 - i. Committed sexual harassment as defined in Education Code Section 212.5.

2. The actions stated above may occur at any time or place related to school attendance or school activity including, but not limited to, the following:
 - a. While on school grounds.
 - b. While going to or from school.
 - c. During lunch period either on or off campus.
 - d. During, going to, or coming from school-sponsored activities.

3. The unit member shall immediately report the suspension to the site administrator (or her/his designee) and send the pupil to the administrator (or her/his designee) for appropriate action.

4. The District shall facilitate carrying out any and all obligations required of the bargaining unit member by the Education Code including, but not limited to, the sending of notices to parents regarding required meetings and the scheduling of such meetings at mutually acceptable times.
5. The pupil shall not be returned to the bargaining unit member's class during the period of suspension without the bargaining unit member's concurrence.
6. The pupil shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the pupil was suspended.
7. Long Term Pupil Suspension
 - a. A bargaining unit member may also refer a pupil for suspension from school for up to five (5) days to the site administrator (or her/his designee) for any acts enumerated in Education Code Section 48900 including, but not limited to those set forth in Section 22.2.1 of this Article.
 - b. In the event a pupil is so referred, the administrator (or her/his designee) shall immediately schedule a conference with the pupil, the bargaining unit member, and the administrator for purposes of carrying out obligations under Education Code Section 48910 unless this conference is bypassed under the "emergency situation" of Education Code Section 48911(c).
 - c. Except for good and sufficient reason to the contrary established at the hearing, the referral of the bargaining unit member will result in the suspension requested.
 - d. Any required notices regarding the suspension to the pupil's parents or guardians or to the governing board shall be performed by the District.
 - e. The bargaining unit member may require the pupil to complete any assignment or test missed during the suspension.
8. Extended Pupil Suspension or Expulsion
 - a. A bargaining unit member may seek a longer period of suspension and/or expulsion for pupils as permitted by law including Education Code Sections 48910, 48915, and other related sections.
 - b. In the event a bargaining unit member seeks a longer period of suspension, she/he will be entitled to attend all hearings, conferences, or other such meeting schedule in order to reach a decision in the matter. Bargaining unit members shall be entitled to representation in such meetings.

ARTICLE 19 SAFETY

Section 7. Teachers shall immediately report cases of serious verbal threats or physical assault suffered by them in connection with their employment to their Principal or other immediate supervisor who shall immediately report the incident to the West Contra Costa Schools Police Department.

1. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the District Attorney's Office.
2. The Board shall do all in its power to see that law enforcement officials properly investigate and otherwise discharge their duties relating to reported cases of involvement and/or physical assault.
3. Information with regard to the disposition of disciplinary action taken against students at a site by the District or civil authorities shall be made available to the teachers at that site.
4. The District shall pursue legal action against a pupil or the pupil's parents or guardian if a bargaining unit member's person or property is injured or damaged, by the willful misconduct of the pupil, during the scope and course of employment.
5. The District shall provide full support, including legal and other assistance, to bargaining unit members who may be assaulted while in the performance of their duties.
6. The District shall reimburse bargaining unit members for any and all costs incurred as a result of an assault, including repairing or replacing, personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits.
7. When absence or disability arises out of or from assault, bargaining unit members shall suffer no loss in wages, benefits or leaves.

NEW SECTION There shall be a minimum of one site Administrator on duty at each school during normal school hours.

ARTICLE 23 SALARY

Section 1. The ~~2000-01—2003-2004~~ 2005-06 salary schedules are attached as Appendices A, B, and C. The 2005-06 salary schedule will be increased by the cost of living increase for July 1, 2003 through July 30, 2005 and will become the new schedule to be implemented on July 1, 2005 and run through June 30, 2006.

Section 2. Secondary School Counselors and elementary and secondary Project Assistants shall be paid according to Appendix B.

Section 3. Salary Schedule Policies.

1. Evaluation and verification of training and experience.
 - a. All credited semester hours must have been earned at institutions recognized by the Commission on Teacher Credentialing in the issuance of credentials.
 - b. The basis of the professional schedule is the Bachelor's Degree or its recognized equivalent. Only units earned after securing the degree, in upper division or graduate courses, at an institution recognized by the Commission on Teacher Credentialing will be recognized for initial placement on the salary schedule. Units recognized by the college as post baccalaureate are acceptable for salary credit. (This may be verified by a statement from the Registrar's Office or appropriate Department Head, or official transcript.) No lower division units earned after securing the Bachelor's degree will be acceptable for advancement on the schedule except by permission of the Personnel Committee.
 - c. Each year of verified service as a full-time certificated employee in a public or private school may be counted as a year of service for initial salary placement, provided the applicant held a valid teaching credential or teaching license during such time of service. A maximum of ten (10) years may be so credited.
 - d. For initial placement, the minimum credited school year shall be seventy-five (75) percent of the number of days school is maintained. Service in not more than two (2) school districts in one (1) school year may be counted to make up the requisite seventy-five (75) percent.

ARTICLE 25
EMPLOYEE BENEFITS

Section 5. Property Damage.

1. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property ~~worn or carried on his/her person suffered while performing services for the District on campus, or as assigned,~~ providing such employee has taken reasonable measures to protect such property. The value of such items shall be determined as of the time of the damage thereto. The District liability shall be limited to ~~\$400~~ \$1000 per incident.

2. The Board shall reimburse employees for vandalism damage to their autos occurring during duty time. ~~pursuant to the following guidelines: reimbursable damage is limited to broken glass replacement and that which would affect the mechanical operation or proper movement of the auto and could reasonably be assumed to have occurred while the vehicle was parked.~~ There shall be a ~~\$400~~ \$1000 limit per incident.

ARTICLE 29
SPECIAL SERVICES SUPPORT PERSONNEL

Section 1. Provisions of this Agreement shall apply to School Psychologists except as follows:

1. School psychologists shall be assigned to schools based upon the following factors:
 - a. Enrollment and number of special education classes.
 - b. Differential weighing for elementary and secondary schools.
 - c. Special assignments as determined by mutual agreement.
 - d. When any new programs are created, additional school psychology time shall be determined by mutual agreement.
2. The Union and District agree that the criteria listed in section 1.1 shall produce the basic allocation of School Psychologists. Specially funded positions would be in addition to the basic allocation.
3. Every effort shall be made to equalize the total work load among staff members. The needs of each school and requests of the School Psychologists and administrators involved shall be considered.
4. Evaluation shall be conducted by the School Psychologist's supervisor in consultation with appropriate school site administrators.
5. The work year for School Psychologists shall be the same as that established for all consultants. The distribution of workdays which are in addition to those required of teachers shall be mutually determined by the Psychologist and supervisor. School psychologists may work up to six (6) of these workdays during evening or Saturday hours during the school year. The evening/Saturday schedule shall be by mutual agreement, pursuant to past practice.
6. School Psychologists shall be paid according to the School Psychologist salary schedule.

Section 2. School Public Health Nurses. The District shall employ at least ~~one~~ three School Public Health Nurses.

Section 3. Program Specialists, Program Assistants, and the Curriculum Development Specialist. Provisions of this Agreement shall apply to Program Specialists and the Curriculum Development Specialist except as follows:

1. The salary and work year shall be the same as secondary school counselors.

Section 4. Speech and Language Therapists working in DIS and speech and language credentialed teachers in SDC classes specifically designed for communicatively handicapped students shall be included in Schedule 6, and both shall be required to work the same work year as other unit members paid on Schedule 6.

ARTICLE 46
STAFF DEVELOPMENT

NEW Section 4.

1. A Professional Development Committee (PDC) shall design and implement in-service and training programs offered by the District.
2. UTR bargaining unit members serving on the PDC shall be appointed by the Association. An equal number shall be appointed by the District. Release time during the regular workday shall be provided with no loss of pay or benefits to unit members. Should PDC meetings be held outside the regular workday, unit members serving on the PDC shall be paid their pro rata per diem rate of pay.
3. All District professional development activities shall be determined by, developed and implemented through the PDC.
4. Any costs relative to participation in professional development activities shall be borne by the District.

ARTICLE 48 ACADEMIC FREEDOM

A bargaining unit member shall have freedom in classroom or other District-approved presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content, consistent with District-and-State-adopted curriculum goals and objectives, and within the scope of the law.

Teachers, in implementing District Adopted curriculum, shall retain decision making freedom concerning method, timing and presentation of material. The teacher may substitute material and alter curriculum provided all state standards are met. It shall remain within the teacher's prerogative to determine how to best present standard based curriculum to their students.

Should District Administration recommend curriculum, textbooks or teaching materials for School board adoption, teachers shall be involved in the complete process of selection to the fullest extent permissible by law.

New Article Retirement Incentive

The District will provide a lump sum payment of \$15,000.00 to all bargaining unit members who retire from the District during the period from May 15, 2005 through the term of this agreement. This lump sum payment will be reported to STRS and creditable to the Defined Benefit Supplemental Program. This lump sum payment will be made to employees whose years of service in the District and age will equal at least 70 years.

New Article

Faculty Representative-Building Administration Worksite Committee

Section 1. The site Administration shall meet twice each month with UTR Faculty Representatives on matters of contract administration and matters of mutual concern. The Faculty Representatives shall be placed on the agenda at faculty meetings, and shall have the opportunity to make a brief statement /report on matters discussed at the Faculty Representative/Administration meetings.

Section 2. The worksite committee functions to maintain clear lines of communication between Administration and Faculty.

Section 3. The Committee may schedule meetings before or after the instructional day or at such times that are mutually agreeable.

Section 4. The committee shall meet to share ideas with the goal of achieving consensus agreement on matters of mutual concern regarding the operation of the site.

Section 5. In order to promote professional cooperation and collegial relationships at the site, committee members are encouraged to work collaboratively.

NEW - ADD TO SALARY SCHEDULES

Teachers who have received National Board Certification will have \$2000 added to their annual salary.